

Sun Petrochemicals Private Limited

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Ref. No. SunPetro/Hazira/Painting Work/2024-25/SPPL-187

Date: 27.09.2024

Request for Quotation (RFQ) / Tender

RFQ No.: SunPetro/Hazira/Painting Work/2024-25/SPPL-187

Subject: Hiring of Agency for Painting Work at Offshore Platform located at SunPetro's Hazira Oil & Gas Fields in Gujarat

Dear Sir / Madam,

1.0 Sun Petrochemicals Private Limited (hereinafter referred to as SunPetro / Company) is pleased to invite you to submit the Bid for the subject Tender / RFQ for various blocks in Gujarat in accordance with the requirements & details as stated in the RFQ Document, under TWO ENVELOPE SINGLE STAGE BIDDING SYSTEM in following two Envelopes:

ENVELOPE-I: Technical & Un-Priced Commercial Bid

ENVELOPE-II: Priced Commercial Bid

Bidders are requested to read the instructions and requirements in this RFQ Document carefully and accordingly to submit the Technical & Un-Priced Commercial Bid in one envelop and Priced Commercial Bid in another envelop as stated above, each in a separate wax sealed envelopes. Both envelopes are required to be placed in one wax sealed envelope and be send to the tendering office address. Bids should be complete in all respects, as per the requirements of the relevant Sections & Annexures.

1.1 SALIENT FEATURES OF THE TENDER

1]	RFQ / Tender No.	SunPetro/Hazira/Painting Work/2024-25/SPPL-187
2]	Title of RFQ / Tender	Hiring of Agency for Painting work at Offshore Platform located at SunPetro's Hazira Oil & Gas Fields in Gujarat
3]	Brief Scope of Work	Detailed as per Annexure-A
4]	Bid Validity	120 days
5]	Bid Bond Validity	150 days
6]	Tender Closing Date & Time / Bid Submission	18th October 2024 at 1500 hrs. IST
7]	Address for Correspondence /Tendering Office	HEAD –SUPPLY CHAIN MANAGEMENT (SCM) SUN PETROCHEMICALS PVT. LTD. 8 th , 9 th and 10 th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai Andheri (E), Mumbai – 400072, Maharashtra [INDIA] <i>e-mail</i> dheeraj.paroch@sunpetro.com
10]	Delivery & Commissioning Period	WITHIN 12 WEEKS FROM THE DATE OF LOI / LOA. HOWEVER BIDDER TO CONFIRM BEST DELIVERY & COMMISSIONING PERIOD
11]	Validity of Contract period	1 year with option to further extend for a period of 1 yr. or as per discretion of Sunpetro
12]	Terms & Conditions of Contract	As per Annexure-D & E of this tender Document
13]	Performance Measurement	As per Annexure-F

NOTE:

Receiving the tender from Company does not qualify the bidder automatically for their bid consideration. The bidder has to comply with RFQ terms & conditions including BEC described in the RFQ / Tender.

1.2. Pricing Strategy

Bidder is to quote strictly as per the 'Price Schedule' (Annexure-C) of this RFQ document.

1.3 Evaluation Strategy

Evaluation of Bids for awarding will be based on the most advantageous offer to SunPetro reflecting a combination of technical acceptance, qualification and Cost.

However, Company reserves the right to reject or accept, in whole or in part, any Bid; waive formalities in the bidding processor to negotiate Contract terms with any individual bidder when such is deemed fit by Company to be in their best interest. Company will be under no obligation to provide reasons for accepting or rejecting any Bid.

1.4 Award Strategy

Single Order or Multiple Order will rest with SunPetro's discretion.

1.5 Bidders to note that Non-compliance with the RFQ instructions, except as permitted in the Bid and/or late arrival of Bid shall result in Bid not being considered.

1.6 Only bids submitted by bidders who have been issued RFQ by the Company shall be considered whereas unsolicited bid shall not be considered.

1.7 Submission of Bid

Bidder is requested to submit their most competitive Bid duly signed by authorized signatory along with technical literature and Prices as per Price schedule format, indicating RFQ No. Bidders are requested to email the Technical & Priced Commercial Bid to the below email address: dheeraj.paroch@sunpetro.com; allan.nunes@sunpetro.com

1.8 Acknowledgement of RFQ

Bidder(s) receiving this RFQ are required to confirm in writing whether they intend to bid or not within two days from electronic issue of this document, stating the reasons if declining to bid in this instance. Bidders not conforming to this requirement risk being barred from future inquiries.

Further details are available in the RFQ Document for the compliance. We look forward to receive your bid complete in all respect on or before due date and time of bid submission.

Regards,

Dheeraj Paroch
Head - Commercial & SCM

ANNEXURE-A

Scope of Work (SOW)

1. Introduction:

The 'Sun Petrochemicals Private Limited' (SunPetro) was incorporated in 1995 for manufacturing petrochemicals. SunPetro is owned by the Directors of flag ship 'Sun Pharmaceutical Industries Limited. SunPetro has diversified in E&P business since 2014 to contribute to the energy security of the country. SunPetro is currently Operating four Oil & Gas fields in Cambay basin Gujarat.

Hazira field is operated by Sun Petrochemicals Pvt Ltd (SunPetro) under the terms of the Hazira PSC between the Government of India, and SunPetro. As a part of Hazira offshore, it has drilling cum production offshore platform namely "Alpha bob", which is located at Gulf of Khambhat, near Surat, Gujarat state, India, just southwest of the port of Hazira and it was installed in 2004. Hazira Offshore Platform is considered as a standalone platform with a conventional fixed jacket type substructure and topsides with a three-level deck. The substructure is a six-legged jacket installed at the location with six main piles driven through the legs. The topsides are a six-legged, two-level trussed structure designed and installed as a single lift module. There are provisions for a maximum of 16 conductor well slots. The wellheads together with the manifolds, wellhead control panel, test separator and other minimum production equipment are accommodated on the cellar deck. The platform also provided with a boat landing for access through the sea.

2. Purpose:

Purpose of the contract is of Hiring of agency / contractor for supply of experienced & qualified manpower to provide services for carrying Surface Coating (painting) of Offshore platform. For this purpose, a suitable agency is required & to be finalized through a competitive bidding process for complete scope of services (SOS). This detailed document specifies and describes the duties, obligations and works to be performed.

3. General Information on the Platform

The platform is located in 12 m of water depth. The platform is having eleven (11) wells, out of which one (1) Gas, one (1) oil wells and one (1) water injection well are in operational. Two 12" sub-sea pipelines from the platform to the existing onshore processing facility are transporting Gas and Oil produced from the wells on the platform. An accommodation unit with forty (40) beds along with all the mandatory facilities is available on the platform. Platform is equipped with two cranes (one 65 Ton and one 33 Ton) for handling material and equipment.

Offshore platform consists of gas wells & related operation. The following are the major units installed at offshore platform.

- Riser
- Boat Landing
- Spider Deck
- Living Quarter
- GG /DG unit
- FWP
- Well Head
- Manifold
- Test Separator
- RO
- STP
- UPS system
- Water Injection System

4. Scope & Technical Specification of the work:



The minimum requirements for this job are cleaning, surface preparation, supply of material & consumables, Scaffolding materials; desander etc, which is applicable and application of coatings of pipeline, header, valves, bunk houses, X-mas trees, security gate, security cabin, the jetty platform with structure and communication tower at LBDP & flare stack structure and flare line including support structure at Hazira gas plant.

Company requires the Contractor to carry-out painting of the various critical sections of the platform, based on the extent of corrosion/ damage and relative criticality of the said section. Company anticipates that following sections of the Platform shall require painting:

- Splash Zone
- Spider Deck
- Atmospheric Steel Structure
- Tank & Vessel
- Conductor Casing & X-mass Tree
- Hand Railing
- Flooring
- Piping, Flange & Valves
- Carbon Steel Structure exposed to temp > 80 oC < 600 oC
- Helideck
- Internal Coating of Pot Water Tank & sea water tank
- Fire Wall

4.1. Paint Area estimation

Sr No	Area description	Approximate area in sq. m
1	Splash Zone	1262
2	Spider Deck	1466
3	Atmospheric steel structure	19146
4	Tank & Vessel	301
5	Conductor pipe, X- mass tree	199
6	Carbon steel handrail	1520
7	Carbon steel flooring	2563
8	Carbon steel pipe, flange, valve	1861
9	Carbon steel structure expose to temp > 80 deg C and below < 600 deg C	30
10	Helideck	300
11	Internal coating of pot water tank & sea water tank	200
12	Firewall	160

Note: -

- a. The approximate area mentioned above is only indicative. Bidder may make site visit of the platform and submit their assessment of the area based on which Company and Contractor will agree on the final area of work. However, the payment will be made based on actual work done, as certified by Company Representative.
- b. Detailed Technical Specifications and methodology for the Work are as follows.

4.2. Colour Code be used for Structure, Vessels, and tank

Sr. No.	APPLICATION PART	COLOUR
1	STRUCTURAL Structural Steel Work Deck Floor plate and hatches Handrails, Ladder, Cages, Escape Route, Boundaries, Stairs, Landings, Grating Overhead Obstruction, Trip Hazards, Restricted Access Equipment Skids	OSHA Safety Yellow OSHA Safety Yellow OSHA Safety Yellow Galvanized (not painted) Yellow with Black Strips Pearl Gray
2	MECHANICAL EQUIPMENT Vessels (General) Tanks Vessel / Tank Internal Coating Pumps Engines Air Compressors Minor Equipment Fire Fighting	Pearl Gray Pearl Gray White or Gray Sky Blue Yellow Mutual decided Mutual decided Fire Red
3	ELECTRICAL EQUIPMENT Indoor Cabinets Switch Gear, Lighting Panels etc. Transformers, Motor, Alternators Stainless Steel Terminal Boxes Generator Packages (Engine & Alternator) Generator Package Enclosure	Pearl Gray RAL7032 Grayish blue Yellow Grayish blue / yellow RAL9022 Yellow Dark pearl Grey
4	MISCELLANEOUS Cranes Valves Fire Protection Equipment High Temperature Exhausts & Piping Escape routes, head hazards, trip hazards, restrictive access Safety signs	Yellow Pearl Gray or white Red Aluminums Black and Yellow stripes Yellow (reflector) Black (Name)

- Piping Identification Colour Code (6" Paint band). Base colour for all process piping is pearl grey

SERVICE	PAINT COLOUR
Process Gas	Canary Yellow
Crude Oil	Dark Brown
Condensate	Dark Green
Process Drains	Black
Relief / Flare	Dark Orange
Instrument Air	White
Utility Air	Violet
Fuel Gas	Dark Blue
Fire Water	Red "Fire Engine" Color of whole piping
Utility and Water Drains	Light Blue
Diesel	Rich Tan

Note:

- Paint shall be applied in 6" wide stripes to all pipe work in accordance with the above schedule. Stripes shall be applied 6 inches apart when more than one color is required. The maximum spacing shall be 60 inches.
- For all piping whose diameter is less than 6" the width of the stripe should be equal to one diameter and in accordance with the above schedule and spacing. The direction of flow shall be indicated by an arrow marked on bands of suitable material next to the colour bands.
- The base color for all process piping is pearl grey.

4.3. Approved Paint Materials

Below given grade is tentative based on preliminary survey report from Jotun however the bidder has to select the colour grade in consultation with manufacturer (Jotun).

Particular	Brand	Grade
Primer (1 st Coat)	Jotun paints	Jotaprime Mastic 80
Mid coat (2 nd Coat)	Jotun paints	Penguard midcoat M 20
Final coat	Jotun paints	Hardtop XP
Flooring	Jotun paints	Baltoflake FC
Internal Coating for tank	Jotun paints	Tankguard 412
Heat Resistance Surface	Jotun paints	Jotatemp 1000

4.4. Work Schedule

The Work shall commence as per following schedule.

- a. Nov 24 to April 25: Splash zone, Spider deck, conductor etc. & Cellar deck area (Atm steel structure, Vessel, Firewall, blast wall etc)
- b. Nov 25 to April 26: Remaining pending work. (Flare, crane, main deck flooring etc) Work shall be completed in all respects, to the satisfaction of the Company and in accordance with the specifications mentioned herein. The contractor shall mobilize adequate resources to complete the entire work as per the schedule mentioned herein.

5. SURFACE PREPERATION & COATING PROCEDURE

5.1. Paint storage

- a. Storage areas shall not constitute a potential fire hazard to the work.
- b. Paint, thinners, and associated materials shall be kept in fully enclosed, ventilated storage room(s) within the temperature limits and time restraints for storage specified in manufacturer's product data sheets.
- c. Coating materials that have jelled or otherwise deteriorated, shelf-life is expired, shall not be used

5.2. Surface Cleaning:

- a. Degreasing and solvent cleaning (SSPC-SP-1): The degreasing and solvent cleaning is to be done only on the areas where it is required. Heavy oil and grease should be removed by a solvent like light solvent naphtha/ turpentine and flushed with sea water and finally with fresh potable.

- b. The steel surfaces should be cleaned with emulsifier type detergent solution / cold degreasing chemical in seawater, from reputed manufacturer as recommended by Jotun and finally washed with fresh potable water.
- c. After degreasing water should not form droplets but should run off as continuous flow.

5.3. Surface Preparation

- a. Surface preparation is to be carried out as per international standards SSPC/NACE/ Swedish standards comparable to SA 2.5 with an anchor profile of 50-75 µm.
- b. The paint manufacturer's approved procedure/ standards for surface preparation shall be applicable.
- c. The corrosion presents on the surface to be painted shall first be assessed by the paint manufacturer's representative after thorough examination.
- d. After determining the extent of corrosion on the surface to be painted, the methodology for surface preparation shall be decided by the paint manufacturer representative and intimated to the Company Representative. The type of surface cleaning method to be used shall be certified by the paint manufacturer representative. Pre-cleaning, removal of adherent rust or any other cleaning method as recommended by the paint manufacturer's representative is required to be employed
- e. The completed surface profile should be checked for the recommended anchor profile by the paint manufacturer's representative using an approved gauge in the presence of Company representative on at least five points on the finished surface before start of application of the paint. A certificate should be jointly signed by Company representative, Paint manufacturer's representative and Contractor's representative certifying that the recommended surface profile has been achieved.
- f. The surface preparation should be checked for cleanliness standard by comparison with existing international standards.
- g. Wherever abrasive blasting is required, following step to be followed.
- h. Prior to blasting, all surfaces shall be free of all traces of oil, grease, moisture, and any other injurious contaminates.
- i. A minimum of 150 mm around the edge of blasted areas shall be left uncoated unless adjoining a newly coated surface. Blasting shall continue to a minimum of 50mm into adjoining coated surfaces.
- j. Any area where grinding is required after blasting, shall be re-blasted & cleaned to obtain the required anchor pattern.
- k. The compressed air used for the blasting shall be free of water and oil. Adequate traps and separators shall be provided at the compressor and at the pot inlet.
- l. Blast cleaning abrasives shall be dry and free from detrimental amounts of dirt or other such contaminants and water soluble, acid soluble, or other such soluble contaminants. It shall contain no more than 100 ppm of chloride (Na). Flash rust 15 minutes after blasting indicates excessive salt presence. The surface shall be fresh water cleaned then re-blasted.
- m. Silica sand is not an acceptable blasting media and shall not be permitted. Only "Black Beauty" iron slag or other commercially available composite blasting media shall be permitted.
- n. All steel surfaces shall be prepared, and dry abrasive blasted to near white metal as per SSPC-SP10/SA 2
- o. Blasting and cleaning shall be discontinued each day in sufficient time to permit the surfaces cleaned to be primed before the end of the working day.
- p. Copper/Iron slag type blast medium is not to be recycled unless approved otherwise by the CONTRACTOR.
- q. All abrasive materials shall be removed from blasted surfaces by brushing or vacuum cleaning or other CONTRACTOR approved method.
- r. Blasting media shall be stored under cover and shall be dry before feeding into the blast hopper.
- s. Any rusting of the blast surfaces shall be removed by re-blasting prior to coating.
- t. All spent blasting materials shall be removed from the site and disposed of by the CONTRACTOR.
- u. Extreme care shall be exercised to prevent damage when blasting near flange faces, valve stems, coated bolts and nuts, control panels, instrument valves, nameplates, machined surfaces, and factory-coated items. These surfaces shall be protected during blasting and coating operations.

5.4. Rust Converter Application

(For severely corroded carbon steel surfaces.)

Wherever rust converter application is required, following step to be followed

- a. After solvent cleaning SSPC-SP-1, apply rust converter by brush @10M2/litre (approximately) to convert the rust into insoluble iron phosphate coating OR magnetite (Fe₃O₄), a stable compound which does not readily change in corrosive atmosphere.
- b. The thickness need not be measured as it is a rust conversion and low film coating. The thickness shall be controlled by spreading rate as given in product data sheet.
- c. The rust converter chemical should be resistant to continuous saline offshore atmosphere. The drying period should be 1-2 hours' time and compatible for top coating with self-priming epoxy, high build epoxy, coal tar epoxy and acrylic-polyurethane coating.

5.5. Paint Application

5.5.1. General

- a. The Contractor shall comply with all applicable requirements regarding surface preparation, paint storage, handling, mixing, safety, application, curing, and inspection and testing.
- b. The Contractor shall have coating manufacturers coating system data sheet (CSDS) for each coating system to be used, containing at least the following information for each product:
 - c. Surface pre-treatment requirements
 - d. Film thickness (max, min and specified)
 - e. Maximum and minimum recoating intervals at relevant temperatures
 - f. Information on thinners to be used (quantities and type)
 - g. Coating repair system
 - h. Precaution shall be taken to prevent coating from being applied to equipment nameplates, instrument glasses and gauge dials, couplings, shafts, flange and nozzle faces, valve stems, bearing and other machined surfaces.

5.5.2. Paint Preparation

- a. Coatings and primers shall be delivered to the jobsite in the original containers bearing the Manufacturer's name, product designation, batch number, shelf life and date of manufacture. Materials which have exceeded the Manufacturer's recommended shelf life shall not be used. Materials shall be used on a first in, first out basis.

5.5.3. Mixing

- a. Before use, coating ingredients in any container shall be thoroughly mixed by power-driven mixers to a smooth and uniform consistency for a minimum of 5 minutes. Hand mixing using paddles shall not be permitted. For two (2) component systems, the catalyst and the coating shall be thoroughly mixed after the catalyst has been added to the coating.
- b. Material which does not have a limited pot life, or does not deteriorate on standing, may be mixed any time before using. If settling has occurred, material shall not remain in spray pots or buckets overnight but shall be gathered into a closed container and re-mixed before use.

5.5.4. Thinning

- a. Thinner shall not be added unless necessary for proper application.
- b. Thinning shall not exceed the limitations established by manufacturer.
- c. The thinner shall be as stated on the manufacturer's product specification sheets.
- d. The manufacturer of the coating materials in which it is used shall supply thinner.
- e. When use of thinner is permissible, it shall be added during the mixing process. Painters shall not add thinner after paint has been thinned to the proper consistency.
- f. Thinning shall be done under supervision acquainted with the correct amount and type to be added.

5.6. General Application Techniques

- a. Prior to the application of any coat of material, damage to previous coats shall be touched up. Edges of existing coating shall be feathered towards the substrate prior to over coating.
- b. Coating shall not be placed on edges prepared for field welds or within 100mm of these edges.

- c. Painting shall not be allowed over abrasive blasted areas less than 100 mm away from the un-blasted area.
- d. Each coat shall be uniformly applied as a continuous film of uniform thickness free of pores, skips, sags, and drips. Holidays in the final coat at edges, corners, welds, and inaccessible areas shall be protected by hand brushing with an additional layer of finish coat to meet the specified thickness.
- e. Each coat shall be in a proper state of cure or dryness before the application of the succeeding coat. Material shall be considered dry for recoating when an additional coat can be applied without the development of any detrimental film irregularities, such as lifting or loss of adhesion of the undercoat, and after the manufacturer's minimum recommended drying time has elapsed.
- f. The intermediate coat colours shall be distinctly different from the topcoats. Successive coats of paint shall be applied by cross-hatching the previous coat.
- g. Painters shall be equipped with wet mil gauges and each painter shall make frequent checks of wet film thickness.
- h. The contractor has to arrange stencils for writing, colour banding and arrow marking of various sizes with best quality paint brushes.

5.6.1. Air Spray Equipment

- a. The equipment shall be kept in satisfactory condition for proper paint application.
- b. The air from the spray gun impinging against the surface shall show no condensed water or oil.
- c. Spray equipment shall be kept sufficiently clean so that dirt, dried paint, and other foreign materials are not deposited in the paint film.
- d. Prior to use, equipment shall be purged with thinner compatible with product to be sprayed.
- e. Traps or separators shall be installed between the air source and the spray equipment to remove oil and condensed water from the air.
- f. Traps or separators shall be of adequate size and the drain valves shall be opened slightly to permit continuous draining of condensate during operations.

5.6.2. Brush Application

- a. Coatings shall be brushed on all areas which cannot be properly sprayed coated for any reason.
- b. Brushing shall be done so that a smooth coat as nearly uniform in thickness as possible is obtained.
- c. Paint shall be worked into all corners and crevices.
- d. Runs or sags shall be brushed out.

5.7. Drying of Coated Surface

5.7.1. Forced Drying

- a. Paint shall not be force dried under conditions which cause cracking, wrinkling, blistering, formation of pores, or detrimentally affect the condition of the paint.
- b. Dryer Compounds/Accelerators
- c. Dryer compounds or accelerators shall not be added to paint unless specifically called for in the manufacturer's specification for the paint.

5.8. Environmental Criteria

- a. Surfaces shall not be coated in rain, wind, mist, dust, or in areas where injurious airborne elements exist.
- b. Unless otherwise authorised by CONTRACTOR, coating shall be applied only if all the following conditions exist:
 - Surface temperature at least 3°C above dew point.
 - Relative humidity is below 85%.
 - Any other conditions as recommended by coating manufacture.

5.9. Time Criteria

- Surfaces shall be coated with primer within 4 hours of surface preparation, prior to sundown of the same day, and before any rusting occurs.
- Coatings shall be applied only during daylight hours.

6. Coating System - Offshore Platform Surface Area

Below given coating system is tentative based on preliminary survey report from Jotun however the bidder has to select coating system in consultation with manufacturer

(Jotun).

Bidder has to submit the manufacturer recommended coating system.

6.1. Splash Zone

Design temperature: 20 Deg C to 80 Deg C Relative Humidity: >90%

SPLASH/TIDAL ZONE: (From – 3 meters MSL to Jacket top i.e. approx. +6.7 meters MSL) All Carbon steel structural members of jackets, boat landing, fenders, utility water (02 Nos.) and fire pump caisson, sump caisson, well conductors and risers. This system shall be used only under low tide conditions in the sea.

Surface Coating System

Coat	Description of Coating	Thickness
1 st	Jotaprime mastic 80	125 microns
2 nd	Penguard midcoat M20	125 microns
3 rd	Hardtop XP	60 microns
	Total dry film thickness(minimum)	310 microns

Note: Jotun make thinner No. – 17 for Sr No. – 1 & 2 and thinner No. – 10 for Sr. No – 3.

6.2. Spider deck

Design Temperature: 10 Deg C to 80 Deg C Relative Humidity: <85%

Spider deck area: All Carbon steel risers from spider deck to insulation joint on cellar deck.

Coating system:

Coat	Description of Coating	Thickness
1 st	Jotaprime mastic 80	125 microns
2 nd	Penguard midcoat M20	125 microns
3 rd	Hardtop XP	60 microns
	Total dry film thickness(minimum)	310 microns

Note: Jotun make thinner No. – 17 for Sr No. – 1 & 2 and thinner No. – 10 for Sr. No – 3

6.3. Atmospheric Steel Structures Above Splash Zone

Design Temperature: 10 Deg C to 80 Deg C Relative humidity: <85%

Atmospheric Steel Structures above splash zone from +6.7 Meters MSL. Legs and super structures, support structures, modules, risers, conductor pipes, external surfaces of tanks, equipments, pipes, cranes, sump caisson, ladders etc. (excluding handrails, walkways, gratings, high temperature lines, floorings flange joints, nuts, bolts, and helideck.)

Coating System:

Coat	Description of Coating	Thickness
1 st	Jotaprime mastic 80	125 microns
2 nd	Penguard midcoat M20	125 microns
3 rd	Hardtop XP	60 microns
	Total dry film thickness(minimum)	310 microns

Jotun make thinner No. – 17 for Sr No. – 1 & 2 and thinner No. – 10 for Sr. No – 3

6.4. Tanks & Vessels

Design temperature up to 80 Deg C

Coating System

Coat	Description of Coating	Thickness
1 st .	Jotaprime mastic 80	125 microns
2 nd .	Penguard midcoat M20	125 microns
3 rd	Hardtop XP	60 microns
	Total dry film thickness(minimum)	310 microns

Note: Jotun make thinner No. – 17 for Sr No. – 1 & 2 and thinner No. – 10 for Sr. No. – 3

6.5. Conductor Casings and Xmas Trees for All Zones**Design temperature: 25 °C to 80 °C approx.: Relative humidity:< 85%****Coating System:**

Coat	Description of Coating	Thickness
1st.	Jotaprime mastic 80	125 microns
2nd.	Penguard midcoat M20	125 microns
3 rd	Hardtop XP	60 microns
Total dry film thickness(minimum)		310 microns

Note: Jotun make thinner No. – 17 for Sr No. – 1 & 2 and thinner No. – 10 for Sr. No. - 3

Painting on Gratings to be done in consultation with company representative.

6.6. Carbon Steel Handrails for All Zones**Design temperature: 25 oC to 50 oC approx. Relative humidity <85%****Coating System**

Coat	Description of Coating	Thickness
1st.	Jotaprime mastic 80	125 microns
2nd.	Penguard midcoat M20	125 microns
3 rd	Hardtop XP	60 microns
Total dry film thickness(minimum)		310 microns

Note: Application of paints shall be by brush as spray is not practical.

Jotun make thinner No. – 17 for Sr No. – 1 & 2 and thinner No. – 10 for Sr. No. – 3

6.7. Carbon Steel Floorings (Main deck & cellar deck top and bottom floor)**Design temperature: 25°C to 30°C Approx: Relative humidity: <85%****Coating System:**

- Flooring where the old coatings have been damaged, and surface is fully or partially corroded:

Coat	Description of Coating	Thickness
1st.	Baltoflake FC	750 microns
Total dry film thickness(minimum)		750 microns

Note: Jotun make thinner No. – 17**6.8. Carbon Steel Pipe, Flange and Valves****Design temperature: 25°C to 100°C approx.****Relative humidity<85%****Coating System**

Coat	Description of Coating	Thickness
1st.	Jotaprime mastic 80	125 microns
2nd.	Penguard midcoat M20	125 microns
3 rd	Hardtop XP	60 microns
Total dry film thickness(minimum)		310 microns

Jotun Make Thinner No. – 17 for Sr No. – 1 & 2 and thinner No. – 10 for Sr. No. - 3

Care should be taken that paint reaches small crevices and corners.

6.9. Carbon Steel Surface of Above 401 Deg C to Less Than 600 Deg C**Piping, equipment subject to continuous or occasional surface temperatures above 401 Deg C to less than 600 Deg C e.g. sections of flares and exhaust systems.****Coating System**

Coat	Description of Coating	Thickness
1st.	Jotatemp 1000	125 microns
2nd.	Jotatemp 1000	125 microns
Total dry film thickness(minimum)		250 microns

Jotun make thinner No. – 7

Notes: Surface temperature of metal should be measured and recorded before painting. The equipment shall be taken into service immediately and raise the temperature up to 200 deg. C and maintain at least for 2 hours for complete curing of coating. Improper curing of paint will lead to premature failure.

6.10. Helideck

(Top Aluminium)

Design temperature: 15 °C to 50 °C approx. Relative Humidity: <95%

IMPORTANT NOTE: The color of the paint and marking of Helideck shall be conforming to CAP 437 offshore Helicopter landing areas, Guidance on standards from civil Aviation Authority.

Coating System:

Coat	Description of Coating	Thickness
1st.	Jotaprime mastic 80	125 microns
2nd.	Jotaprime mastic 80	125 microns
3rd.	Hardtop XP (With Antiskid powder – Jotun ankiskid fine)	60 microns
Total dry film thickness(minimum)		310 microns

Jotun make thinner No. – 17 for sr No. – 1 & 2 and thinner No. – 10 for Sr No. -3

6.11. Internal Coating for Portable Water Tank / Sea Water Tank

Design temperature: 25 Deg C to 50 Deg C max. Relative humidity: < 85%

Coating System:

Coat	Description of Coating	Thickness
1st.	Tankguard 412	150 microns
2nd.	Tankguard 412	150 microns
Total dry film thickness(minimum)		300 microns

Jotun make thinner No. – 17 for Sr No .– 1 & 2

Note:

Necessary precautions such as persons with mask and oxygen cylinders to be carried for personnel safety for going inside the tank. The necessary exhaust fan to be installed for removal of hot air from inside the tank.

6.12. Coating of Fireproof Walls

Relative humidity: < 85%Temperature Range: 25°C to 50°C approximately

Coating system:

Coat	Description of Coating	Thickness
1st.	Jotaprime mastic 80	125 microns
2nd.	Jotaprime mastic 80	125 microns
3rd.	Hardtop XP (With Antiskid powder)	60 microns
Total dry film thickness(minimum)		310 microns

Jotun make thinner No. – 17 for sr No. – 1 & 2 and thinner No. – 10 for Sr No. -3

7. Measurements

All measurements shall be in a metric system for the actual physical surface area painted as per technical specifications. However, the methodology of measurement of the following items will be as follows for payment purposes:

Valves	1.5 times the surface area of the equal-length pipe, with which the valve is associated shall be taken as an area
Gratings	Two times length X width
Handrails	Actual pipe/Angle area
Shutdown and control valves, Actuators, x-mass tree	1.5 times the surface area of the equal-length pipe, with which, the valve/flange is associated shall be taken as an area
Motors, engine, compressor and Pumps	On the overall box surface dimension basis

Misc. fittings such as unions, couplings, flanges, strainer, nipples, etc.	Shall be considered as part of the straight length of the pipe and no deduction or addition shall be applicable.
Pipes, Jacket, Riser, Casing conductor, angle, c-channel, Flooring, stair, Beam, structure, Flare stack, Helideck, vessels, tanks, canopy, Fire wall, pedestal cranes	Actual area

8. Instructions to the Contractor

- The Contractor shall apply paint system applicable for the area as per paint manufacturer recommendation ie. jotun.
- The paint manufacturer's representative has to take measurement of dry film thickness (DFT) in the presence of the company representative and has to certify that the desired DFT has been achieved.
- The Contractor shall give joint guarantee for the durability of the paint applied from the date of completion of the job to the satisfaction of Company as under:
 - i. 05 yrs for paint schemes at Splash Zone / Tidal zone & Atmospheric steel above splash zone
 - ii. 5 yrs for paint schemes for others.

The guarantee for the painting job shall be applicable to the final complete painting job and not limited to either workmanship or paint quality.
- Under each section depending upon extent of corrosion, the surface area for cleaning, surface preparation and paint application are to be estimated by the Contractor.
- The contractor shall use steel scaffolding, wooden planks, or any other alternate safe and approved rigging material at all levels / locations.
- Contractor shall plan the surface preparation and paint application in such a manner that there is no waiting for scaffolding or any other material.
- All coating materials shall be delivered to the work site in their original, unopened container. The Contractor shall also arrange a visit from the paint manufacturer's expert representative as & when required.
- All products for a particular coating system should be taken from the same manufacturer.
- The Contractor shall follow the paint manufacturer's instructions for specific paint system preparation.
- The Contractor shall ensure that his Personnel are aware of safety parameters and the standard code of practices.
- The Contractor should ensure that the painters employed for carrying out the painting jobs is duly certified by the paint manufacturer as capable of handling the paint material being used.
- The contractor to ensure that surface cleaning shall be certified by paint manufacturer as per recommended type of surface cleaning and achieving the desired surface profile.
- Before actual mobilization of the work equipment for painting operations full literature giving specifications should be submitted to the Company.
- It is the Contractor's responsibility to ensure that all items of equipment are maintained in full working order at all times.
- The Contractor is required to keep enough of the required equipment onboard to ensure that the minimum required of each item, as required for carrying out all operations involved during painting, is operational at all times, for use on a regular basis, for the duration of the contract.
- Unless otherwise specified the following shall not be painted –
 - Non-ferrous materials.
 - Austenitic stainless steel.
 - Plastic- or plastic-coated materials are not susceptible to ultra-violet deterioration.
 - Machined surfaces.
 - Gasket Contact surfaces.
 - Threaded connections.
 - Friction grip surfaces.
 - Grease nipple and fittings.
 - Equipment name and instruction plates.
 - Valve stem, movable linkages, compressor or pump shafts or any similar surfaces that are normally lubricated or have close working tolerances.

- Sight glasses/level indicators.
- Earth bosses (contact face).
- Electrical and instruments components.
- Plastic/ plastic coated surfaces.
- Stainless steel surfaces.
- Galvanized & insulated surfaces.
- Contractor must ensure that adequate spares are held on site to ensure that painting equipment does not cause delay to the work. The Contractor's personnel must regularly service all the equipment.
- All electrical equipment shall be suitable for operation in the offshore area. Air driven equipment to be used in preference to electrical equipment.
- Air for spraying shall be of adequate pressure and volume and free from oil and water contamination. Compressor should have adequate air filters and water traps and shall be utilized and serviced by Contractor.
- During surface preparation, adequate protection shall be given to adjacent surfaces, safety equipment, lighting equipment signs, instrumentation, gauges, electrical cable, cable tray etc. The work site shall be accessed in accordance with offshore safety regulations.
- The Contractor shall maintain a measurement book at offshore site for details regarding area of work, surface preparation, coating system, thickness measurement. This record should be maintained on a daily basis.

9. Accommodation, Logistics and Support Services

- 9.1.** Scheduled boat transfer from available port in Hazira Surat (or any other nearby location) to the Platform and back shall be made available for Personnel and material transport and for emergencies (Medivac). Contractor shall provide requisite details of the Personnel who wish to be transported at least 48 hours in advance. Unscheduled requests for boat or for more than two crew change per month during the execution of the Work shall be charged back to the Contractor at cost.
- 9.2.** Company has engaged a utility/ standby boat Offshore for transporting material, water, and other supplies to the platform and for emergency response. The contractor shall deliver all the material required for the entire scope of work, as per the schedule agreed with the Company at port (company will inform port name and address once confirmed before 24 hrs of scheduled departure). The company shall organize loading unloading of material to and fro from boat to platform & from port to boat and sea transportation of the said material to and from the platform.
- 9.3.** The Company shall provide shared accommodation space (bunker beds) on the Platform for the Contractor's crew, at its sole cost. Company shall also provide meals as per fixed schedules and in accordance with standard Oil Field Catering practices for the regular Contractor crew, at its sole cost.
- 9.4.** The platform is equipped with adequate lifesaving equipment, including life rafts, to be used in the event of an emergency. The number of personnel that can be deployed at the Platform at any point of time shall depend on the maximum available capacity on the life raft and shall be jointly assessed and agreed between Company and Contractor.
- 9.5.** Contractor shall organize, at its sole cost, for the transportation of its equipment, personnel, and material to Company's informed port Hazira Site. Any local transportation, lodging or boarding at Hazira shall also be at the Contractor's sole cost.
- 9.6.** Company shall allocate separate storage area for Contractor's material at the Platform. All material stored in the said area and at various work sites shall be maintained by the Contractor in accordance with Company's HSE regulations.
- 9.7.** Standard radio communications equipment complying with the Indian Governmental Regulations, are installed on the platform to communicate with the onshore Control Room.

10. Special Work Instructions:

- 10.1.** The Company shall have a designated Project Manager for this Work who shall give the necessary Work Instructions and Approvals for day-to-day work. The contractor shall report the progress of work, as per agreed formats, on a daily basis.
- 10.2.** Contractor shall ensure that instrument dials; gauges, name plates/ tags, etc. shall be suitably covered/ protected while painting to ensure that the information is not lost/ damaged.
- 10.3.** Night Working shall not be permitted on the Platform. Contractor shall also ensure that work near the jacket leg area is carried out in the available tide window.
- 10.4.** Personnel deployed by the Contractor for the Work shall possess certification from the

applicable statute for working offshore and shall have undergone the requisite training applicable for the work scope.

11. HSE requirements and Certifications

- All the personnel deployed for the work are suitably qualified and possess valid certificates for Painting at Offshore Platform.
- All the personnel deployed for the work have valid BOSIET certificate for painting at offshore platform.
- All the personnel deployed for the work have valid medical fitness certificates from certified occupational health physicians.
- All the equipment and material mobilized are suited for Painting at Offshore Platform.
- All the rigging and slinging equipment as well as scaffoldings are certified, and the certificates shall be valid through the execution of the work. All scaffolding erected for the painting purpose will bear the "Valid Scaff Tag" at all times, during the use of the scaffolding.
- Waste generated due to surface coating & its management will in contractor's scope. The contractor has to submit relevant statutory documents upon disposal as per State pollution control board regulations Contractor shall ensure that all the Personnel deployed for the Work are provided with adequate Personal Protective Equipment that meets the recognized international standard, including:
 - Safety helmet
 - Protective Clothing (Coveralls)
 - Eye protection (Goggles)
 - Ear protection
 - Gloves (Chemical and Normal)
 - Life jackets (where applicable)
 - Safety shoes
 - Breathing Mask (where applicable)

12. Specific Instructions to Tenderers

The company intends to organize a Bid Clarification Meeting and offshore Site visit for the Tenderers to familiarize them with the Work area and to assess the area of work. Tenderer may depute a maximum of two of their Personnel for the said visit on a mutually agreed date. Based on the assessment done during the Site visit, Tenderer shall propose the area of painting in each section of the Platform along with their Proposal.

13. Information Required from the Tenderer

Tenderer shall provide the following information along with their Techno-Commercial Bid:

- Details of similar work carried out for Oil and Gas Installations in the past, including scope of work, project schedule, successful completion certificates, etc.
- Technical specifications of the proposed paints clearly identifying that the proposed paints shall be adequate for the intended use.
- Work/ Painting procedure that the Tenderer intends to follow, clearly identifying the surface preparations, painting methodology, time to set and a confirmation that the said Procedure meets the recommendations of the Paint Manufacturer.
- Project Schedule as a bar chart, clearly identifying the commencement and completion schedule for each section of the work including mobilization and demobilization.
- Resource Schedule clearly identifying the personnel and material proposed to be deployed for the said Work along with the number of personnel to be deployed. Resumes of the key personnel shall also be submitted.
- Scaffolding Procedure and confirmation regarding certified Scaffolding Personnel in the crew.
- Tenderers HSE Procedures and Policies.
- Tenderer shall submit a joint declaration, along with the Paint Manufacturer, that the Guarantees as per Clause 8.0 (iii) shall be provided to the Company and that any remedial work that shall be required to be carried out during the Guarantee Period on

the Painting by the Contractor, due to faulty material or workmanship shall be done promptly and at the sole cost of the Contractor.

14. Inspection Procedure

- a. Inspection of the entire surface preparation and painting of the platform shall be undertaken in the presence of the Company site representative, Paint manufacturer's representative and Contractor's representative.
- b. All painting materials brought to site by Contractor for application shall be as per Specifications and procured directly from manufacturers and accompanied by manufacturer's test certificates/ instructions.
- c. The painting work shall be subjected to inspection by personnel as per Clause (a) of this section. In particular, following stage-wise inspection will be performed and Contractor shall offer the work for inspection and approval of every stage before proceeding with the next stage. The Contractor shall maintain the record of inspection in the registers. Stages of inspection are as follows:
 - Surface cleaning/ preparation.
 - Surface Profile.
 - Application of Paint Coat.
- d. The Contractor before proceeding further shall rectify any defects noticed during the various stages of inspection.
- e. The Contractor shall provide standard coating thickness measurement instrument with appropriate ranges for measuring dry film thickness of each system, surface profile gauge for checking the surface profile, holiday detectors and pinhole detectors and protector whenever required for inspection.
- f. At the discretion of the inspector/ Company representative, the paint manufacturer must provide an expert technical service on site as and when required. This service should be free of cost and without any obligation to the Company, as it would be in the interest of the manufacturer to ensure that both the surface preparation and the application are carried out as per their recommendations.
- g. Final inspection shall include measurement of paint dry film thickness, check of finish and workmanship. The thickness should be measured at as many points/ locations as decided by inspector/ Company representative and shall be within (\pm) 10% of the recommended dry film thickness (DFT). Extra coat of paint, if required, should be applied to make up the DFT specified without extra cost to Company.
- h. Contractors should adhere to the atmospheric conditions like relative humidity, temperature, etc defined by the paint manufacturer while carrying out painting operations.
- i. Company at any stage may send paint sample for testing at Contractor's cost.
- j. The Contractor shall if required also carry out the repeat surface preparation and painting free of cost if work done is not found satisfactory after inspection by Company or any other inspection agency deputed by Company during the guarantee period.

15. Inspection Records and Reports

SunPetro shall have the right to inspect the paint work at all stages of preparation and to reject any tools, instruments, materials, equipment, or work that do not conform to this specification.

As a minimum requirement for each system the following aspects of the work shall be documented and recorded on the Coating Inspection Report:

- General
 - Dates when work was carried out.
- Materials Preparation
 - Equipment and techniques used.
 - Materials receipt condition.
 - Type and calibration of instruments used.
- Environmental Conditions
 - Weather and ambient conditions.
 - Painting periods
- Surface Preparation
 - Condition of surface before preparation.
 - Tools and methods used to prepare surface.
 - Condition after preparation.
- Paints and Painting
 - Condition of surface before paint application.
 - Information on systems being applied.

- Mixing prior to application.
- Paint application techniques.
- Testing
- Quality control checks carried out, and results.

SPECIFICATION

CODES AND STANDARDS FOR OFFSHORE

All Surface Preparation and painting application and testing shall be equal to or exceed the minimum requirement specified by the latest editions of the following:

American Society of Testing and Materials (ASTM)

ASTM A90: Test Method for Weights of coating on Zinc- coated (Galvanized) Iron and Steel articles.

ASTM A123: Specification for Zinc (Hot Dip Galvanized) Coating on Iron and Steel Products

ASTM A143: Recommended Practice for Safeguarding against Embrittlement of Hot Dipped Galvanized Structural Steel Products and Procedures for Detecting Embrittlement

ASTM A153: Specification for Zinc Coating (Hot Dip) on Iron and Steel hardware

ASTM A385: Practice for Providing High Quality Zinc Coatings (Hot Dip)

ASTM D3359: Method of measuring adhesion by Tape Test

ASTM D4541: Test method for pull off strength of coatings using portable adhesion testers.

National Association of Corrosion Engineers (NACE)

RP-01-76: Recommended Practice Corrosion Control of Steel, Fixed Offshore Platforms associated with Petroleum Production.

RP-01-88: Recommended Practice for discontinuity (holiday) testing of Protective Coatings.

RP-02-87: Field measurement of Surface profiles using Replica Tape

Steel Structures Painting Council (SSPC)

SSPC-PA 1 Shop, Field, and Maintenance Painting

SSPC-PA 2 Measurement of Dry Film Thickness with Magnetic Gauges

SSPC-PS 12 Specification for Guide for Selecting Zinc-Rich painting system.

SSPC-SP 1 Surface Preparation No. 1 Solvent Cleaning

SSPC-SP 2 Surface Preparation No. 2 Hand Tool Cleaning

SSPC-SP 3 Surface Preparation No. 3 Power Tool Cleaning

SSPC-SP 5 Surface Preparation No. 5 White Metal Blast Cleaning

SSPC-SP 7 Surface Preparation No. 7 Brush off Blast Cleaning

SSPC-SP 10 Surface Preparation No. 10 near White Metal Blast Cleaning

SSPC-SP 12 Surface Preparation and Cleaning of Metals by Water jetting Prior to Recoating.

SSPC-VIS 1 Guide and Reference Photographs for Steel Surfaces Prepared by Dry Abrasive Blast Cleaning.

Note: Contractor should ensure applicable code & standard for onshore & offshore painting work

Bid Evaluation Criteria

The following vital conditions should be strictly complied with failing which bid will be liable to be rejected:

1. Bidder should confirm acceptance of complete scope of work for each item quoted.
- A. **Eligibility and experience of the bidder:**

The bidders must possess the following qualifications as a minimum and the bidder is required to submit the documentary evidence in support to their qualification as listed below:

 - I. Bidder should have successfully completed at least 5 Maintenance surface Coating work order in Industry on or before end March-2024.
 - II. Bidder shall provide the list, with backup documents (Work orders, Completion certificates etc), complying the above requirement.
 - III. Documents meeting the above requirements must be submitted along with the technical bid. These documents shall be in the form of:
 - Copies of relevant pages of contract document showing contract number, period of contract and detailed Scope of Work etc.
 - Copies of experience Certificate (s) or payment certificates or Completion Certificate to substantiate execution of the jobs, issued by the client(s) with contact details of the issuing person/organization (e-mail address, Phone Number, Fax number etc.)
- B. **COMMERCIAL EVALUATION CRITERIA**
 - I. Proof of the issue of Tender Document must be sent along with “Technical & Un – Priced Commercial Bid”.
 - II. **Submission of Bid**
 - a. Bids are submitted as per instruction provided above.
 - b. Acceptance of Terms & conditions

The bidder must confirm unconditional acceptance of Terms & condition of Contract as per Annexure-D, Price Schedule format as per Annexure-C and Scope of work as per Annexure-A, and Responsibility matrix as per Annexure-B
 - III. **Offer of following type shall be liable to be rejected:**
 - a. Fax / e-mail / Xerox/photo/scanned copy offers.
 - b. Offer made by Agent/retainer/consultant / Representatives /Associates / of the foreign principal.
 - c. Offer does not conform to validity period as per ITB.
 - d. Offer without Bid bond of Rs.50,000/-in prescribed format with validity of 120 days.
 - e. Offer without valid GST registration.
 - f. Offer not accompanied with an undertaking to provide all necessary certificates / document for enabling Company to avail input GSIT/IGST credit which is payable against the supply and services (if awarded) along with documentary evidence of payment of GSIT/IGST.
 - g. Offer where prices are not firm during entire duration of the contract and /or with qualifications.
 - h. Offer not duly signed by authorized signatory.
 - i. Bidders not meeting Mobilization, Delivery schedule, completion period.
 - j. Note: Bidder shall confirm that quoted price includes all taxes and duties applicable including corporate tax / income tax etc. as indicated.
 - III. **Offer of following type shall be liable to be rejected:**
 - a. Fax / e-mail / Xerox/photo/scanned copy offers.
 - b. Offer made by Agent/retainer/consultant / Representatives /Associates / of the foreign principal.
 - c. Offer does not conform to validity period as per ITB.
 - d. Offer without Bid bond of Rs.50,000/-in prescribed format with validity of 120 days.
 - e. Offer without valid GST registration.
 - f. Offer not accompanied with an undertaking to provide all necessary certificates / document for enabling Company to avail input GSIT/IGST credit which is payable against the supply and services (if awarded) along with documentary evidence of payment of GSIT/IGST.
 - g. Offer where prices are not firm during entire duration of the contract and /or with qualifications.
 - h. Offer not duly signed by authorized signatory.
 - i. Bidders not meeting Mobilization, Delivery schedule, completion period.
 - j. Note: Bidder shall confirm that quoted price includes all taxes and duties applicable including corporate tax / income tax etc. as indicated.
- C. **Financial Criteria**
 - I. The bidder shall have successfully executed a similar job with single workorder worth more than ₹50 lakh in last three financial year.
 - II. The net worth of the bidder should be positive.
 - III. Bidder to submit audited financial statements for relevant years.
- D. **Discount**
 - I. Bidders are advised not to indicate any separate discount. Discount, if any should be merged with the quoted prices.
 - II. Bidders to note following:
 - a. In case bidder take exception to any clause or terms condition of tender document not covered under BEC, Company shall have discretion to reject the offer on account of such exception.
 - b. In case any contradiction between BEC and a clause appearing elsewhere in the bidding document, provision of BEC shall supersede all such clauses.
 - c. Inspection will be carried out by Company 's officers / representative / Third party at the discretion of Company.

ANNEXURE –B

Responsibility Matrix for Painting work at Offshore Platform located at SunPetro’ s Hazira Oil & Gas field in Gujarat

RESPONSIBILITY MATRIX				
S. No.	Description	Responsibility		Remark
		SunPetro	Contractor	
1.	Mandatory training like First Aid, firefighting, BOSIET training to contractor’s employees	--	√	
2.	First Aid support if required	√	--	
3.	Cotton uniform along with PPE (safety glasses, safety shoes, gloves, helmet etc.) to be provided to contractor’s employees required for Surface Coating	--	√	
4.	Waste generated due to surface coating & its management	--	√	
5.	Transportation of Contract employees from contractor’s place to Jetty & vice-versa.	--	√	
6.	Transpiration of contract employees from Jetty to Offshore platform and vice versa.	√	--	(Schedule boat movement will be twice in a month)
7.	Scaffolding Material supply & erection	--	√	
8.	Supply of Power & utility water	√		
9.	Supply of Air & related accessories	--	√	
10.	Tool, tackles & special PPE for surface preparation	--	√	
11.	Chemicals & Solvent for Surface Preparation	--	√	
12.	Surface Coating Material	--	√	
13.	Alco -meter for DFT	--	√	
14.	Supply of Manpower	--	√	
15.	Inspection and monitoring of work performed by the contractor (QA / QC)	√	√	Contractor to arrange inspection by paint manufacturer
16.	Maintaining documents & Log sheets work	--	√	
17.	Blasting unit with all accessories, hoses, hood, remote control, abrasive for blasting.	--	√	
18.	Lodging and boarding of contractor employees at offshore platform	√	--	

ANNEXURE-C

PRICE SCHEDULE

Bidder to quote unit price for Painting work at Offshore Platform located at SunPetro' s Hazira Oil & Gas field in Gujarat in the below table.

SCHEDULE OF RATES FOR SURFACE COATING					
S. No.	Area Description	UOM	Quantity	Rate /Unit (Rs.)	Amount (Rs.)
1	Splash Zone	M ²	1200		
2	Spider Deck	M ²	1400		
3	Atmospheric Steel Structure	M ²	15050		
4	Tank & Vessel	M ²	300		
5	Conductor Casing & X- mass Tree	M ²	200		
6	Hand Railing	M ²	1500		
7	Flooring	M ²	2500		
8	Piping, Flange & Valves	M ²	1800		
9	Carbon Steel Structure exposed to temp > 80 ⁰ <600 ⁰ C	M ²	30		
10	Helideck	M ²	300		
11	Internal Coating of Pot Water Tank & sea water tank	M ²	200		
12	Fire Wall	M ²	160		
Total Area in SQ M			24640		
Total Cost in ₹					

Notes:

- Bidder has to consider manufacturer (Jotun) recommended coating system (paint/primer grade and thickness). Report on manufacturer recommendation shall be submitted along with technical bid and no deviation shall be accepted.
- Above Area mentioned is for estimation purpose. The actual area may vary as per requirement. The payment will be based on the actual Surface area Coated.
- The contractor will not get any other payment whatsoever on account of Surface Coating except mentioned in the tender document. Therefore, the contractor has to quote the above rates in price bid format inclusive of all as defined above in scope of work including supplies.
- The rates indicated above comprises cost of personnel (Including supervisor, painter and safety officer), supply of coating material, chemical required, tools & tackles, surface cleaning & preparation, mob/demob transportation, insurance, medical, statutory levies, taxes (except Service Tax), duties including consumables for Surface Coating, housekeeping, erection of scaffolding with scaffolding material as per scope of work.
- Advance payment shall not be made by Company to the Contractor against this Contract.
- Contractor shall be paid the due amount on monthly basis against the invoices within 30 days of submission of certified invoice.
- Measurement philosophy as per clause – 7 of Annexure-A (Scope of Work)

ANNEXEURE - D

TERMS & CONDITIONS OF WORK ORDER

1. The above work should be carried under the supervision and direction of the person designated by the SunPetro.
2. **Scope of work (SOW)**
As per Annexure –A
3. **Term of Service**
This work order is valid for a period of Two Year from commencement date or as indicated by company in LOI / award / Contract with the option of extension up to 1 year, completely at the discretion of the SunPetro, at the same rates, terms and conditions.
4. **Mobilisation Period**
Within 15 days or earlier from the date of issuance of LOA (Letter of Award) from SunPetro to commence painting service as per SOW
5. **Material & Manpower**
Contractor shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody.
Contractor shall use all reasonable care to provide, at Contractors sole risk and cost, competent, skilled personnel to perform Work and shall take responsibility for their actions. Contractor shall ensure that the necessary personnel are available at the Work Site / Location when required by SunPetro for commencement of the Work and shall continuously be available during the duration of the Contract. Contractor shall be solely responsible throughout the period of this Contract for providing all the requirements of its personnel, including but not limited to, accommodation, transportation, meals, medical attention, vacations and time-off allowance, travel and any other benefits due to such employees under any law or otherwise. SunPetro shall have no responsibilities or liability whatsoever in this regard.
6. **Schedule of Rate**
The Price Schedule is attached at Annexure-C
7. **Payment**
 - 7.1. Payment will be made on monthly basis and actual quantity executed. SunPetro representative will certify the measurement. Contractor will maintain the record and get it certified by SunPetro's Engineers in-charge on regular basis.
 - 7.2. Within 30 days after submission of correctly rendered services invoices and approval of SunPetro representative.
8. **Statutory Requirement and labour law**
 - 8.1. Any of the statutory requirements shall purely be in the Contractor's account.
 - 8.2. Contractor also warrants & undertakes that he shall be responsible for the manpower deployed and for all statutory as well other legal compliance such as payment of wages, salaries, provident fund, medical, ESIC, payment of bonus, workmen compensation, insurance etc. SunPetro shall not be responsible for any default even during or either after the expiry of this Work Order.
 - 8.3. Contractor has also to secure all the insurances, Mediclaim of the Manpower deployed.
 - 8.4. Contractor will have to submit required statutory payment challan viz. PF, ESIC etc. at the time of raising monthly bill for manpower deployed at the site.
9. **Liability and Indemnity**
The Unit / equipment / services / tools (herein referred to as Equipment) to be deployed by the Contractor under the Contract shall continue to remain Contractor's property and shall always remain in the possession / control of the Contractor with the exclusive right to use of such equipment by the Contractor for providing services under the Contract. Contractor shall be responsible at all times, including time in storage, in transit, on the rig or at Company's well location, for damage to or destruction of Equipment and any other property of Contractor or any of its subcontractors and their respective employees or agents, unless such loss, damage or destruction is caused by or contributed to by the Gross Negligence of Company Group.

The total liability of the contractor shall be limited to 100% of the contractor value if no fault by contractor. In case intentional damages, it would be 200% of the contract value. The Company shall indemnify and hold harmless the Contractor against all claims and liabilities in excess of the above limits, provided that aforesaid cap for limitation of liability shall not apply and the Contractor shall continue to remain responsible for all liabilities which arise on account of:

- Breach of Applicable Laws by the Contractor Group.
- Liability for payment or non-payment of taxes and other statutory duties/ fees of any nature.
- Liability for breach of Intellectual Property Rights of any person.
- Breach of Confidentiality obligations

10. Permits and Instructions

Contractor shall obtain all requisite permits and approvals under Applicable Law for the performance of the Scope of work. In the event of Contractor receiving instructions from SunPetro to stop Services, Contractor shall comply with the same with immediate effect.

11. Applicable Law

All questions, disputes or differences arising under, out of or in connection with this Contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and parties hereby agree to submit to the jurisdiction of the Courts in Ahmedabad / Mumbai, India.

12. Confidentiality

The Contractor shall hold the information confidential and shall not divulge or disclose the information or make the information available to any person or entity, other than its representatives and ensure that only such authorized Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may be imposed.

13. Termination of Work Order

- 13.1. Unless otherwise agreed by SunPetro, the work order shall be terminated upon expiry of the Term of the Service.
- 13.2. Non –mobilization of the experienced suitable Manpower along with required materials, Tools & Tackel & Equipment to carry out the work as per SOW will lead to termination of the contract at SunPetro's discretion.
- 13.3. However, SunPetro at its discretion may exercise its option to cancel work order/Contract any time, without assigning any reason whatsoever, giving 15 days' notice.
- 13.4. The Contractor shall be paid for the service successfully rendered and certified by SunPetro's Representative.

14. Non-Exclusive Work Order

This work order is non-exclusive and SunPetro reserves the right to engage other contractors to perform similar or identical work. Contractor shall afford such other contractors' adequate opportunity to carry out their agreements and shall accomplish the work in cooperation with those contractors and with SunPetro.

15. Performance Bank Guarantee:

The Contractor shall furnish to SunPetro a Performance Bank Guarantee 10% of final LOA/Order value within 21 days of issue of the Contract/LOA/Work Order in the format as given in Attachment-1 from a scheduled Nationalised Bank in India or any of the Banks listed in Attachment-2. Such guarantee shall not be acceptable from a mere shell/investment company of such joint venture partner/collaborator. The Bidder, by furnishing the Performance Guarantee, shall guarantee the performance of the Contract and shall also guarantee that the material/equipment so supplied under the order shall be in strict conformity with the specification. If the bidder does not submit the Performance Bank Guarantee as stipulated above, SunPetro reserves the right to cancel the award of LoA / Work Order.

ANNEXURE-E

GENERAL TERMS & CONDITIONS

1. These General Terms and Conditions shall be part of the Contract / Letter of Award (LOA) / Work Order (WO) / Purchase Order (PO) to be issued to selected vendor. The Contract shall subsist till completion of delivery and warranty period or early termination at the discretion of the Company as per the terms of this Agreement / PO / Contract
2. The rates, terms and condition of Contract will remain valid during the Contract period and extension period thereof.
3. Time is the essence of Contract/Purchase Order. The Contractor will complete the work/Supply as per schedule and date of delivery mentioned in the Contract/PO as per rates, terms & conditions in the PO.
4. **Materials, Supplies, Equipment, Services and Personnel:** Any item supply / services requested by Company during contract period to complete the work shall be provided by Contractor.
5. **Additional Services, Materials, Supplies and Equipment:** If it is not a part of contract, Company will pay based on agreed cost or actual cost plus 5% handling / service charges. The proof of item prices shall be submitted in original by the contractor to the Company.
6. The Company has full right to delete any item (s) / service(s) from the contract. The pay will only affect for the quantities of item(s) / Service(s) as certified by the company's representative.
7. **INSPECTION & TESTING:** The inspection /testing of materials shall be carried out by Company/Third Party/ Supplier as specified in the PO and as per details at Scope of Supply
8. **Legal Requirements**

Contractor shall apply for and obtain all necessary certifications, permits, licenses and authorizations for personnel, equipment and technology required in India, including any authorizations or licenses from any governmental body for use of Contractor's Personnel or technology in the Services or the export of such technology to India.

Provident Fund Act: No dues of Payment of PF Contribution from the Employer & Employees in respect of Contractor working for Onshore Block under Contract along with monthly Returns and remittance particulars of Challans and Statement of workmen.

ESI Act: No dues of Payment of ESI Contribution from the Employer & Employees in respect of Contractor working for Onshore Block under Contract along with their Half-yearly Returns and remittance particulars of Challans and Statement of workmen.

As per the Labour enactments: Regular compliance to Minimum Wage Act, No Dues to the Employees who have resigned or whose services are terminated, engaged by the contractors regarding payment of Wages, service compensation, Bonus, Gratuity, Un-availed Leave salary, Notice pay & etc.

Labour Welfare Cess: All prices are inclusive of all taxes including Labor welfare cess. The Goods & Service tax shall be extra at actual. Each bidder has to provide the proof of deposit of Labor welfare cess to SUNPETRO duly signed by CA of the firm.

The Contractor shall indemnify the Company in case of his failure in meeting the statutory requirements as mentioned above. Submission of the above documents shall not relieve the Contractor of any liability to comply with the Applicable Laws.

9. TERMINATION BY COMPANY

- 9.1. Unless otherwise provided, the Contract shall terminate upon expiry of the Term of the Contract. The Contractor shall be paid for the Work successfully completed and certified by Company Representative along with demobilization charges, if any.

A. Termination for Non- Mobilization or Non-commencement of Work

If the Contractor fails to timely mobilize the Materials or Equipment required to perform the work or having mobilized, fails to timely commence the work in accordance with the terms of the Contract, it would amount to material breach under the Contract and in such event, the Company shall have right to terminate the Contract immediately upon expiry of such specified time, unless otherwise provided or agreed by the Company.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause, the Contractor shall not be entitled to any payment whatsoever. The Contractor shall immediately refund any sum which the Company might have paid to the Contractor under this Contract. Unless, otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. which the Company shall sustain on account of such breach by the Contractor.

B. Termination for events specified below:

Occurrence of any of events as specified below shall be construed as Event of Default. The Company shall inform the Contractor of the same by issuing a notice of default (hereinafter referred to as "Notice of Default"). If the Contractor, upon receipt of such notice, fails to remedy such default with Seven (7) days, then the Company shall have the right to terminate this contract forthwith. Event of default shall occur if the Contractor:

- a) Commences a voluntary proceeding, or an involuntary proceeding is commenced against the Contractor seeking liquidation, reorganization or other relief with respect to the Contract or its debts under any bankruptcy, insolvency or other similar laws now or hereafter in effect, or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Contractor for a substantial part of its property, or if the Contractor shall consent to any such relief or to the appointment of or taking possession by any such official in any such proceeding commenced by or against a Contractor; or
- b) Makes a general assignment for the benefit of its creditors; or
- c) Refuses or fails to supply enough properly skilled workmen or proper equipment, or materials or services to accomplish the Work in accordance with the original work schedule and the contract; or
- d) Fails to make prompt payment to Sub-contractors or materials, equipment or labour; or
- e) Is in breach of Applicable Law; or
- f) Otherwise breaches the provisions of the contract or part thereof; or
- g) Suspends or abandons activities in the Work site; or Is wound up (not being a member's winding up for the purpose of reconstruction or amalgamation only) or if any deed or action substantially equivalent to any of the foregoing deeds or actions either in Indian law or applicable law shall occur; or
- h) Fails to provide uninterrupted services/perform work.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause B, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination. Further, the Company shall be entitled to take possession of the Work and finish the Work at the risk and cost of the Contractor by whatever method Company deems just and expedient. Unless otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. and additional expenses which the Company shall sustain, to get the work executed, on account of such breach by the Contractor.

C. Termination in the event of Force Majeure

In the event that a condition of Force Majeure exists at the Site for a period of fifteen (15) consecutive days, the Company shall have the right to terminate this Contract by giving two (2) days advance notice to Contractor.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination and demob charges, if applicable as per Contract. No Party shall be obligated to pay the other Party for losses (including consequential losses), expenses, damages etc. sustained on account of events of Force Majeure.

D. Termination for Convenience

Company shall have a right to terminate the Contract in whole or in part, at any time with fifteen (15) days prior written notice thereof to the Contractor. Upon any such termination the Contractor irrevocably agrees to waive any and all claims for damages, compensations, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, Company shall pay the Contractor in accordance with Price Schedule mentioned in the Contract for the work / services performed by the Contractor till the date of such termination.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination as well as demobilization charges.

E. Termination for non-performance or non-satisfactory performance of the work

The Contractor shall perform the work in accordance with Good Oilfield Practices / GIPIP and the terms and conditions of the Contract. If the Contractor does not perform the Work or any part thereof or its performance is non-satisfactory, then Company shall issue a notice (“**Remedy Notice**”) to the Contractor to remedy such non-performance or non-satisfactory performance. Upon receipt of such Remedy Notice, the Contractor shall remedy such default within Seven (7) days. The Company may ask the Contractor to re-perform any of such services, at sole risk and cost of Contractor. In the event, the Contractor fails to remedy such default within the specified period or the performance of the Contractor is non-satisfactory repeatedly; the Company shall have a right to terminate the Contract immediately without any further notice.

Consequences of Termination:

Upon termination of Contract by Company under this sub-clause, the Contractor shall be entitled to payment for the work successfully completed and certified by the Company Representative till the date of Termination. Further, the Company shall be entitled to take possession of the Work and finish the Work at the risk and cost of the Contractor by whatever method Company deems just and expedient. Unless otherwise provided in the Contract, the Contractor shall compensate the Company for all losses, expenses etc. the additional expenses which the Company shall sustain on account of such breach by the Contractor.

9.2. Upon receipt of Notice of Termination, the Contractor shall, unless a notice directs otherwise:

- a) Immediately discontinue the work from that date and to the extent specified in the notice.
- b) Place no further orders or agreements for materials, equipment, services or facilities except as may be necessary for the completion of such portion of the work which is directed to be continued.
- c) Do only such work as may be necessary to preserve and protect Work already in progress and protect materials, facilities and equipment on the work site or in transit thereto.

9.3. Payment upon Termination to be confirmed

If the unpaid balance of the Contract Price exceeds the cost incurred by the Company on finishing the work as provided in the Contract, such excess shall be paid to Contractor upon completion of the Work. If the unpaid balance of the Contract Price is lower than the cost incurred by the Company on finishing the work as provided in the Contract, the Contractor shall promptly pay the difference to the Company upon receipt from the Company of the certificate certifying the amount of such difference. Obligations arising under this article shall survive the termination of the contract.

9.4. De-hiring:

Company may, at its option, de-hire the services of the Contractor due to interruption in the work / unit programme, by giving three (3) days written notice to the Contractor and during this period no charges for equipment and personnel etc. shall be payable by Company. However, contractor will take immediate action to demobilize the personnel, machines and other equipment immediately. SunPetro may call the Contractor along with the whole setup by issuing fifteen days’ notice to mobilize again.

10. HEALTH, SAFETY & ENVIRONMENT (HSE)

Contractor shall comply to all HSE requirements as applicable to Oil & Gas industry.

11. SETTLEMENT OF DISPUTE / ARBITRATION

The Company and the contractor undertake that all disputes, differences or questions at any time between the parties as to the construction to this Contract or as to any matter or thing arising out of it or in any way connected therewith ("Disputes") shall be resolved between the parties in good faith by having the discussion between the Project Manager / Contract Manager level and if required may be taken up to the Company -Head level to resolve the issues / disputes in the interest of the work and at least three attempts shall be made by the both the parties in this direction.

In the event the disputes arising out of / connected with this Contract, which cannot be amicably resolved by Arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, (including any statutory modifications or re-enactments thereof) and rules there under excluding any laws, opinions, or regulations that would require application of the laws of any other jurisdiction). The Arbitral Tribunal shall consist of three arbitrators. The Party raising the Dispute shall give a Notice to that effect to the other party and shall nominate the first Arbitrator in such Notice. The other Party shall respond to such Notice within 30 days of receipt thereof and nominate the Second Arbitrator. The two arbitrators so nominated shall appoint the third arbitrator within 30 days of appointment of the Second arbitrator. The Third Arbitrator so appointed shall be the Presiding Arbitrator. The arbitrators to be appointed shall be retired Judges of any of the High Courts or Supreme Court of India. Unless otherwise agreed in writing, the arbitration shall be held at Mumbai, India.

It is also a term of the Contract that the Contractor shall not stop the Work under this Contract and the Work shall continue as expected regardless of whether the arbitration proceeding have commenced or not. Notwithstanding any disagreement, dispute, protest, request for or pendency of arbitration or court proceedings relating directly or indirectly to the Work, at all times, Contractor shall proceed with the Work in accordance with the determinations, instructions and clarifications of Company in accordance with the terms and conditions of this Contract. Notwithstanding anything contained herein, if the Contractor fails to proceed with the Work, he shall be considered to be in default and shall be held liable for direct, indirect and consequential costs and expenses arising from such default. During the period Contractor is proceeding with the Work, he shall be paid the undisputed portion of his claims which are due under the Contract.

The right to arbitrate disputes and claims under this Contract shall survive the termination or invalidity of this Contract or any term hereof.

Any award rendered by the arbitrators shall be final and binding upon the parties. Any judgment upon such award may be entered in any court having jurisdiction or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be.

English language shall be used in the arbitral proceedings. Unless otherwise agreed in writing, each party shall equally bear the cost of arbitration.

12. LIQUIDATED DAMAGES

If Contractor for any reason other than Force Majeure, fails to timely provide service as per the time schedule mentioned in the Contract or the extended date or fails to timely commence in accordance with the terms of this Contract or the extended date or if Contractor repudiates the Contract before completion of the services in accordance with the Contract, or any if above reason resulting to delayed service, the Company may without prejudice to any other right or remedy available to the Company, shall have a right to seek payment from the Contractor as ascertained and agreed liquidated damages, and not by way of penalty, One percent (1%) for each week of late commencement of services up to a maximum of Ten percent (10%) of total estimated / annualized contract value.

- 12.1. The payment of liquidated damages pursuant to this section shall not affect the rights of Company as per Contract or Applicable laws including the following rights:
- 12.2. Terminate the Contractor or a portion or part of the Order thereof at any time during the term of the Contract and / or, recover damages resulting from Contractor's breach of any of the provisions hereof from any kind of dues and / or,
- 12.3. Invoke bank guarantee or any other security provided by the Contractor and/or,

By way of abundant caution, it is clarified that in addition to recovering liquidated damages, Company may exercise any one or more of its rights mentioned above as per the Contract and the Applicable Law.

13. NOTICES

All notices and other communications provided for in this Contract shall be in writing and shall be delivered at the addresses for notices given in the Contract. A party may notify the other from time to time of changes in the address for notices. E - mails and facsimile transmissions shall be held to have been received at the time of transmission report.

14. APPLICABLE LAW

All questions, disputes or differences arising under, out of or in connection with this Contract and the relationship of the parties hereunder shall be governed by and interpreted in accordance with the laws of India (both procedural and substantive) and parties hereby agree to submit to the jurisdiction of the Courts in Mumbai / Mumbai, India.

15. ACTS AND REGULATIONS, GUIDELINES

THE MINES ACT, 1952 along with the OIL MINES REGULATIONS, 1984 and all their amendments issued including requirements of Good International Petroleum Industry Practice (GIPIP), and IT Act 2000 and subsequent amendments for all services are to be followed till validity of contract.

16. ASSIGNMENT AND SUBCONTRACTING

Company shall be entitled to freely assign its rights, obligations and duties under this Contract to its Affiliate or other Participant or JV, for any Blocks by giving written notice. Company shall be entitled to assign by novation its rights and obligations under this Contract to any third party with prior written consent of the Contractor, which shall not be unreasonably withheld.

Contractor shall not sublet or subcontract in part or in whole the Supply to any third party without prior written consent of Company. If the Contractor subcontracts part of the Contract to a sub-contractor, Contractor shall ensure that sub orders reflect the requirements under this

However, no such approval for sub-contracting shall relieve Contractor from any obligation or liability under the Contract and Contractor shall be fully responsible for acts and omissions of any sub-contractor or supplier and its employees and agents as though they were the acts and omissions of Contractor or its employees or agents. Also in no case sub- Contractors shall pass on any claim/ liability to Company.

17. INVOICING AND PAYMENT

Invoices shall be itemized with a full break down of the Service performed /supplies made and shall be complete with all back-up details, documentation, information, receipts, packing list, ocean bills of lading, certificate of origin, etc. and shall set forth the facts relating to all activities and transactions handled for Company's account and shall be verified and signed by an authorized signatory designated by the Contractor to show the basis for Contractor's application of the Contract payments and the resultant value of the invoice. Invoices shall be endorsed with the Contract number and title and shall be submitted in tri-plicate with one original and two Copies (clearly marked "Original" or "Copy") once in each month and shall be forward

Sun Petrochemicals Private Limited
8th, 9th and 10th Floor, ATL Corporate Park,
Opp. L&T Gate no. 7, Saki Vihar Road,
Chandivali, Powai, Mumbai- PIN – 400072
Kind Attn: Head – SCM & Commercial

18. Audit

The Company and its authorized representatives shall have access to, and the right to audit and obtain copies of any of Contractor's and its subcontractors' or agents' documents of whatsoever nature (except the confidential information of pricing formulate of the Contractor) relating to or in connection with the performance of the Work, including books, vouchers, receipts, invoices, correspondence, government correspondence, contracts, representations before statutory authorities, tribunals, courts and any other records. The Contractor will preserve and will cause its subcontractors and agents to preserve all such records for a period of four (4) years from the end of the calendar year in which this Contract terminates and will, upon written request, make them available to Company and its representatives. The Contractor shall provide photocopies of any documents within a reasonable period whenever demanded by the Company, Audits referred in this Clause will be made during Contractor's normal working hours. Any payment made by the Company shall not imply acceptance of liability on the part of the Company. Company shall have the right to notify Contractor of any matters arising in an audit which may necessitate making an adjustment; and such adjustment, whether by reimbursement to Company or otherwise, shall then promptly be made. Company shall also have the right to obtain assistance and statements from any of Contractor's Personnel to the extent it deems necessary, and Contractor and its subcontractors shall make such personnel available at their assigned locations if still under employment with Contractor or its subcontractors.

19. Taxes:

All rates and the Contract Price shall be inclusive of all concessional Taxes & duties and such other payments as may be payable under any Applicable Laws (except Goods and Service Tax). Except as stated, Contractor shall bear all income, corporate, property, work contract taxes and all other taxes, duties, levies, surcharges, imports and similar taxes and duties duly levied or imposed on Contractor on account of the payments received by Contractor from Company for the Services as may be payable under the Applicable Laws and any amendments thereto. Goods and Service tax if applicable shall be charged over and above the quoted prices and shall be paid by Company along with the invoice on submission of proof.

Company shall withhold from the payments to Contractor such amounts as determined by the prevailing taxation laws in respect of Contractor's Services. Company shall deposit these tax withholdings at source with the Indian revenue authorities and provide Contractor all appropriate tax receipts and forms evidencing the deposit of these tax withholdings. Contractor shall be responsible for filing returns of income to Indian revenue authorities for payments made by the Company pursuant to this Contract in accordance with the prevailing taxation laws.

20. Personnel Taxes

All employment taxes and contributions imposed by any law, regulations or by trade unions with respect to or measured by the compensation, wages, salaries or other compensation paid to employees of the Contractor, including without limitation, taxes and contribution or unemployment compensation insurance, medical and health insurance, welfare funds, pensions and annuities and disability insurance shall be paid by Contractor. In the event that Contractor fails to do so and Company is liable to any interest or any penalty arising out of such personnel taxes, Company shall have the right to recover all such amounts from Contractor.

21. Custom Duty, Entry taxes, etc.

Equipment, materials and supplies imported for use solely and exclusively on matters (inter alia) related to petroleum operations. Company and Contractor agree to cooperate and to use all reasonable endeavors to obtain any exemption to which Company and/or Contractor is entitled in accordance with such notifications. The contractor expressly agrees to furnish necessary documentation, bonds or undertakings to Government authorities and / or to Company, which may be required for availing such concessional exemption. It is expressly understood that Contractor shall be required to re- export any of its Equipment (unless consumed during performance of Services) and left-over chemicals / additives imported under this Contract to enable Company to avail exemption of custom duties. Contractor undertakes to re-export Equipment at the earliest but not later than within fifteen (15) days of completion or termination of Services and shall be solely responsible for all customs formalities for importation and exportation of Contractors Equipment and materials at the port of entry or the port of exportation as the case may be.

22. Change in Law

In the event of any change or amendment of any Act or law, Rules or Regulations of Government of India or Public Body, which becomes effective after the effective date of this Contract and which results in increased / decrease cost of the works under the Contract though increased / decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Contractor shall be indemnified for any such increased cost by the Company subject to the production of documentation proof provided the rates and all applicable taxes along with the tax rate, were clearly indicated at the time of Bid submission by contractor.

Similarly, if any change or amendment of any Act or Law, Rules or Regulations of any Govt. or public body becomes effective after the date of this Contract and which results in any decrease in the cost of the project through reduced liability of taxes (other than personnel and corporate taxes) duties, the Contractor shall pass on the benefits of such reduced cost, taxes or duties to the Company. Company shall not bear any liability in respect of (i) Personnel taxes on the employees of Contractor and the employees of all its sub-Contractors etc. (ii) Corporate taxes in respect of the Contractor and its sub-Contractors.” (iii) Any taxes for which the Contractor or any or all of his sub-contractors are directly assessable i.e. corporate taxes and Fringe benefit tax in respect of Contractors and all of their sub- contractors, agents etc.

23. INSURANCE

Supplier shall carry and maintain insurance coverages of the type and in the amounts set forth by regulatory authorities and of value commensurate with the nature of work and generally covered in similar works covering only those liabilities specifically assumed by Supplier under this Contract. Supplier shall ensure that all its personnel (if applicable) are insured for correct value as per regulatory requirements during the entire term of the Contract and the Company shall not be responsible for any short insurance by Supplier. Supplier cannot self-insure. The Supplier is required to arrange at its cost, marine insurance, transit insurance till the goods are delivered at the Delivery Point. The Supplier will be required to submit insurance certificates prior to the commencement of the dispatch

24. CONTRACTOR'S OBLIGATIONS AND WARRANTIES

Contractor shall take full responsibility for the protection and security of materials and equipment while such materials and equipment are temporarily stored in Contractor's facility awaiting for transportation or otherwise in Contractors custody.

Contractor shall use all reasonable care to ensure that the equipment is delivered and maintained in a fit condition for the intended Work and shall at its cost and expense man operate replace supply, repair and maintain the equipment.

25. FORCE MAJEURE

“Force Majeure” shall mean any act which is insurmountable and outside the reasonable control of the parties Events of Force Majeure shall include, but shall not be limited to, acts of God, lightning, earthquake, flood, fire, explosion, major storm (hurricane, typhoon, cyclone, etc.) or tidal wave, act of war (declared or undeclared) or public enemy, riots (otherwise than amongst Contractor's personnel), strike (excluding strikes, lockouts or other industrial disputes or action solely among employees of Contractor or its subcontractors), act or omission of sovereign states or those purporting to represent sovereign states, blockade, embargo, quarantine, public disorder, sabotage or any other events beyond the control of the parties or either of them., Strikes shall only be considered as Force Majeure if they are officially declared/ accepted strikes. However, Force Majeure shall not include occurrences as follows:

- i. Late delivery of materials caused by congestion at supplier's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences
- ii. Late performance by Contractor and/or a sub-contractor caused by unavailability of equipment, supervisors or labor, inefficiencies or similar occurrences.
- iii. Mechanical breakdown of any item of Contractor's or its Sub-contractor's equipment, plant or machinery.
- iv. Delays due to ordinary storm, inclement weather, seasonal rains or monsoon; or

- v. Non-conformance by Sub-contractors;
- vi. Financial distress of Contractor or any Sub-contractor

Failure to carry out operations in accordance with the instructions of the Company on account of any accident, breakdown or non-performance or unsatisfactory performance of the equipment(s) or on account of any reason within the control of the Contractor.

Neither Party hereto shall be liable to the other, for the payment of money, for failure to perform any obligations hereunder when performance is hindered or prevented by Force Majeure. The affected party shall inform the other party immediately in writing (within 24 hours) of its inability to meet its obligations hereunder, specifying the cause of Force Majeure, and shall do all that is reasonably within its power to remove the Force Majeure conditions. Such party shall advise the other party when such Force Majeure ceases (within 24 hours of ceasing of Force Majeure) and shall resume performance of its obligations hereunder as soon as reasonably possible thereafter. No payment will be due to the Contractor between the commencement of Force Majeure and commencement of Normal operations by the affected party.

The affected party shall make every reasonable effort to. Should any act or acts of Force Majeure cause the suspension or artificial suspension of operations there under for all or part of the Work for a continuous period of more than seven (7) days, the parties shall meet and determine the appropriate measures to be taken. In the event that a condition of Force Majeure exists at the Site for a period of at least fifteen (15) consecutive days, Company shall have the right to terminate this Contract by giving two (2) days advance notice to Contractor.

26. WARRANTIES AND REMEDIES

Contractor represents that it is engaged in such specialized operations and represents that it has adequate resources, service capability and personnel in accordance with GIPIP and shall perform the Work strictly in accordance with this Contract and shall comply with and adhere strictly to Company's instructions and directives on any matter concerning the Work. Contractor agrees to comply with, and shall ensure that its Personnel comply with, all Applicable laws, International /Indian codes, rules, regulations and specifications applicable to the Equipment and Services. Contractor warrants that all items rented / supplied to Company under this Contract shall meet specifications as set forth in the contract and shall be in good working condition throughout the Contract period (ordinary wear and tear excepted). All Equipment, materials, machinery and goods procured and supplied by Contractor under this contract, including, without limitation, service related materials (collectively items) shall be of good quality and workmanship, safe and free from defects in workmanship.

Time is of the essence of the Contract and Contractor shall perform all Services in conformity with the time schedule, specifications and the obligations contained herein, unless the delay is due to Force Majeure or reasons wholly within Company's control. Any failure by Contractor to timely deliver the goods / materials work at the point of delivery and / or perform the services in timely manner shall attract the provisions of Clause indicated in Liquidated Damages.

Contractor shall notify Company promptly, but no later than twenty-four (24) hours, upon discovery of any instance where Contractor has not complied with the requirements of this Clause.

The Company reserves the right to purchase / replace specific tools / equipment at any time during the Contract and include them in the Contract.

27. LIENS

Contractor shall immediately pay and discharge any lien, claim or encumbrance, of any nature, (or shall provide security for payment thereof) attributable to Contractor. Contractor shall indemnify and hold Company harmless from and shall keep Company's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Contractor. If Contractor fails to pay and discharge any such lien, claim or encumbrance, then Company may do so and charge Contractor for all costs, with an additional five per cent (5%) of such costs and expenses, be payable by Contractor and may

be deducted and set off against any monies owed to Contractor by Company pursuant to the Contract. Company shall have the right to retain out of any payment to be made to, or to be reimbursed to, Contractor, an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.

28. INDEMNITY AND LIABILITIES

28.1.1. Indemnity by Contractor:

Contractor shall be responsible at all times, including time in storage, in transit, on the rig or at Company's well location and shall indemnify and keep the Company Group indemnified and harmless from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses or other obligations hereunder directly or indirectly associated herewith, judgments and fines arising out of or in the course of execution of work under the Contract or performance of obligations by the Contractor thereunder including but not limited to:

- a) personal injury, illness or death of:
 - i) any of Contractor's Group's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).
- b) loss or damage to:
 - i) any property owned, hired or supplied by Contractor Group (except if directly caused by the Gross Negligence or Willful Misconduct of Company Group).

28.1.2. Indemnity by Company:

Company shall indemnify and keep the Contractor Group indemnified and harmless from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses and fines arising from:

- i) personal injury, illness or death of any Company Group's personnel (except if directly caused by the Gross Negligence or Willful Misconduct of Contractor Group);
- ii) Any loss or damage to any property owned, hired or supplied by Company Group(except if directly caused by the Gross Negligence or Willful Misconduct of Contractor Group).

28.1.3. Third Parties:

- A. Contractor shall defend, indemnify and hold Company Group harmless from and against any and all claims in respect of:
 - i. the personal injury, illness or death of a Third Party; and/or
 - ii. the loss of or damage to any facilities, tools, equipment and/or personal belongings of a Third Party; arising in connection with the CONTRACT to the extent caused by the negligence and/or breach of duty (statutory or otherwise) of Contractor Group.
- B. Company shall defend, indemnify and hold Contractor Group harmless from and against any and all claims in respect of:
 - i. the personal injury, illness or death of a Third Party; and/or
 - ii. the loss of or damage to any facilities, tools, equipment and/or personal belongings of a Third Party; arising in connection with the CONTRACT to the extent caused by the negligence and/or breach of duty (statutory or otherwise) of Company Group.

"Third Party" shall mean a person/entity which is not included in Company Group or Contractor Group."

29. Limitation of Liability

The total liability of the contractor shall be limited to 100% of the contractor value if no fault by contractor. In case intentional damages, it would be 200% of the contract value. The Company shall indemnify and hold harmless the Contractor against all claims and liabilities in excess of the above limits, provided that aforesaid cap for limitation of liability shall not apply and the Contractor shall continue to remain responsible for all liabilities which arise on account of:

29.1. Breach of Applicable Laws by the Contractor Group.

29.2. Liability for payment or non-payment of taxes and other statutory duties/ fees of any nature.

29.3. Liability for breach of Intellectual Property Rights of any person.

29.4. Breach of Confidentiality obligations.

30. Consequential Damage

Notwithstanding anything else contained herein to the contrary and subject to clause, neither party shall be liable to the other for indirect and consequential damage resulting from, or arising out of this Contract including but not limited to, loss of profit, loss of revenue, anticipated profits, loss of business opportunity or business interruption, suffered by such Party or its Group and each Party shall defend, indemnify and hold the other party harmless in respect thereof.

31. Certain Restrictions on Indemnities:

Unless otherwise expressly admitted elsewhere herein the Contract, no indemnity or hold harmless provision of this Contract shall apply in favour of a Party who shall have caused loss or damage through Gross Negligence or Wilful Misconduct.

32. PERFORMANCE BANK GUARANTEE:

Within fifteen (15) days of the issue of Letter of Intent/ award, the Contractor shall present to the Company a Performance Bond / Bank Guarantee (As per format in accordance to **Attachment-1**) in the form of an irrevocable, unconditional, payable on first demand by Company, divisible bank bond issued by an approved bank as per Attachment-2. Failure to comply with this condition will constitute grounds for termination of the award / Contract.

The Performance Bank Guarantee shall be of 10% of the contract value and shall be valid and be retained for Ninety (90) Days after the warranty period of the Contract except where claims are outstanding there under or where previously drawn by the Company but not later than Thirty (30) days after the final settlement of such claims or Ninety (90) Days whichever is later If the Contractor does not submit the Performance Bank Guarantee as stipulated above, SunPetro reserves the right to cancel the award of LOI / LOA.

Company shall not be liable to pay any Bank Charges, Commissions or Interest on the amount of Performance Bank Guarantee. The performance bond provided by the Contractor is intended to operate as security for amounts (including damages where applicable) which becomes payable by the Contractor by virtue of this Contract and are not intended to be used as a penalty. Without prejudice to it's other rights under the Contract or at law, Company shall be entitled to forfeit the performance bond, should the Contractor fail to perform the Services in accordance with the provisions of the Contract or fail to comply with the provisions of this Contract. The Performance Bank Guarantee shall remain at the entire disposal of Company as Security for the satisfactory commencement, performance and completion of the Scope of Work under the conditions of the Contract / Contract including recovery of amounts due to the Company from the Contractor arising out of this Contract under whatever head.

Company reserves the right to invoke the performance bank guarantee for any of the following reasons including but without limitation to:

- Failure of contractor to start/commence the work as per LOA/LOI/Contract
- If Contractor fails to performs as per the terms and conditions of the contract.
- If contractor fails to perform as per prescribed scope of work.
- If contractor fails to work in work man like manner.
- If tools, machines, parts for the providing services are not fit for the performance of work.
- For breach of contract.

SunPetro will accept the bank guarantee from all public sector banks in India or any of the banks listed in the **Attachment-2**.

33. SEVERABILITY

If any portion of this Contract is determined to be illegal, invalid or unenforceable, for any reason, then, insofar as is practical and feasible, the remaining portions of this Contract shall be deemed to be in full force and effect as if such invalid, illegal or unenforceable portions were not contained herein.

34. NON-EXCLUSIVE PO/WO

This PO/WO is non-exclusive and Company reserves the right to engage other contractors to perform similar or identical work. Contractor shall afford such other contractors adequate opportunity to carry out their agreements and shall accomplish the work in cooperation with those contractors and with Company.

35. EXPORT CONTROLS

SunPetro confirms that the Equipment or Services to be provided under this Contract (Collectively 'Items') shall only be for use by it in India for the purpose of production of hydrocarbons. However, if for any reason whatsoever the end use or end user of these Items is required to be changed or if these items are to be taken for use in countries outside India to do any work associated with this Contract, then SunPetro would request the Contractor to obtain consent from the concerned authority in the Contractor's Country. The Contractor shall obtain such consent at its sole risk and cost.

36. Confidentiality

36.1 "Confidential Information" shall be deemed to include all information including but not limited to any technical, commercial and financial information, improvement, inventions, know how, innovations, technology, trade secrets, professional secrets, copyrights and any other intellectual property, discoveries, ideas, concepts, papers, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, price lists and pricing policies. However, the Parties hereto acknowledge that Confidential Information shall not include any information that: -

- a) is now or subsequently becomes publicly known or available without breach of this Contract.
- b) was previously in the possession of the Receiving Party without any obligation of confidentiality and which was not acquired from, provided, given, sold or otherwise disclosed (directly or indirectly) by the Disclosing Party not through this Contract.
- c) is required to be disclosed under any Applicable Law (subject however to the party who is required to disclose the information as such is providing reasonable notice of the same to the other party, prior to making any such disclosure).

36.2 The Contractor shall hold the information confidential and shall not divulge or disclose the information or make the information available to any person or entity, other than its representatives and ensure that only such authorized Representatives who are expressly authorized by it to and whose duties require them to possess the Confidential Information shall have access to the Confidential Information on a need-to-know basis. In case of any breach of these terms or any act or omission by any of its authorized Representatives, then damages alone may not be an adequate remedy and that the remedies of injunction and specific performance or any other equitable relief may impose.

PERFORMANCE MEASUREMENT

Contractor shall be penalized / rewarded based on the performance during the entire period using the following mapping parameters.

Incentive will be given if Contractor scores more than 95%. However, Penalty shall be imposed if the overall performance scoring is below 90 %. The mapping parameters are agreed with mutual consent of Company and Contractor post award of contract.

a. Performance Measurement & Monitoring

No	Performance Indicator (Monthly Average Basis)	UOM	Limiting Value	Weightage	Score
1	Uses of uniform and PPE	No of Violation	0 - Violation	10 /0	
2	Waste Management as per Sun Petro Policy	Y/N	Y / N	10/0	
3	Work progress hampered due non availability of desired resources: ≥ 1 days/month	Days/month	0 - Occurrence	20/0	
4	Work progress hampered due non availability of desired Manpower: ≥ 1 days /month	Days/month	0 - Occurrence	20/0	
5	DFT Test failure ≥ 3 % (QA /QC related)	%	0 - Occurrence	20/0	
6	Compliance of Deviation	%	90 to 100 %	20/0	
Total Monthly Score achieved (%)					

b. Incentives

- Minimum Expectation of Performance Level $\geq 90\%$.
- Incentive will be given if Contractor scores the marks $\geq 95\%$.
- If the monthly performance is $\geq 95\%$ consecutively for 3 months, contractor shall be paid incentive on mutually agreed formulae to be decided on award of work.

c. Penalties:

PENALTY			
Sr. No	Description	Deviation/Exception	Penalty
1	Tools & Tackle Stock Position	Below minimum stock Level (Refer Minimum Stock Level,)	Rs.500/day
2	Solvent Stock Position		Rs.500/day
3	Paint Stock Position		Rs.500/day
4	Manpower availability	Below 15 Personnel /day	Rs.500/day

- The Contractor shall maintain very good standard of Housekeeping. Regular Inspection shall be carried by SunPetro representative. Suitable action shall be taken by the Contractor for any observation by SunPetro representative within 48 hours.
- In the event of non-compliance for observation, Contractor shall be penalized at the rate of 500 (Five hundred rupees) per day until action is taken.
- Performance shall be evaluated on a Quarterly Basis. Penalty shall be imposed if the overall performance is below $< 90\%$. In the event of performance below expectation (Expected Performance $\geq 90\%$),
- Contractor shall be penalized Rs.5000/- for the month (one time)
- In case of PPE/uniform non-compliance, a penalty of Rs. 200/- per person shall be levied per incident of not using proper PPE.

ATTACHMENT –1

PROFORMA OF PERFORMANCE BANK GUARANTEE

TO: Sun Petrochemicals Private Limited, a Company incorporated under Company's Law 1956 and having its office at 8th Floor, ATL Corporate Park, Opp. L&T Gate no. 7, Saki Vihar Road, Chandivali, Powai Andheri (E), Mumbai – 400072, Maharashtra [INDIA]. (hereinafter referred to as "Company")

WHEREAS:

(1) By an Contract for _____ (here in after referred to as the "**Contract**") between _____ hereinafter referred to as the "**Contractor**") of the one part and Company of the other part, the Contractor agrees to perform the Work in accordance with the Contract.

(2) In response to the request made by Contractor, we (Name of Banker:) _____ (hereinafter referred to as the "**Guarantor**") hereby irrevocably and unconditionally guarantee in favour of Company, the payment of amounts (without any withholding, deduction or set off) upto _____ (Rupees _____), as guarantee for the obligations of the Contractor to perform the Work in accordance with the Contract. The sum shall become payable by us immediately on first demand by Company without proof or conditions notwithstanding any dispute or protest by the Contractor or any other third party. Multiple demands may be made in respect of our guaranteed obligations.

(3) We shall not be discharged or released from this Guarantee by any waiver, modification, Contract made between the Contractor and Company with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment, time performance or otherwise, or by any change in name or constitution of Company or the Contractor.

(4) This Guarantee is a continuing security and, accordingly, shall remain in operation for six months after the completion / termination of the Contract.
We agree that the Guarantee is given regardless of whether or not the sum outstanding occasioned by the loss, damages costs, expenses or otherwise incurred by Company is recoverable by legal action or arbitration.

The rights under this Guarantee shall be assignable by Company to third parties, if required. This Guarantee shall be governed by and construed in accordance with the laws of India.

The Guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or changes or constitution or insolvency of the said Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

IN WITNESS where of this Guarantee has been duly executed by GUARANTOR the _____ day of _____ 202__ or and on behalf of _____).

Name : _____
Designation : _____
Banker's Seal : _____
Address : _____

ATTACHMENT-2
LIST OF APPROVED BANKS

Guarantee issued from following banks will be accepted as PBG/SD/EMD/BID BOND

1. All Nationalised Banks including Public Sector Banks-IDBI Ltd
2. Private Sector Banks- Axis Bank, ICICI Bank and HDFC Bank
3. Commercial Banks:
 - I. Kotak Mahindra Bank
 - II. Yes Bank
 - III. RBL Bank (The Ratnakar Bank Ltd)
 - IV. IndusInd Bank
 - V. Karur Vysya Bank
 - VI. DCB Bank
 - VII. Federal Bank
 - VIII. South Indian Bank
4. Co-operative and Rural Banks:
 - I. The Kalapur commercial co-operative bank Ltd
 - II. Rajkot Nagrik Sahakari Bank Ltd
 - III. The Ahmedabad Mercantile Co-operative Bank Ltd
 - IV. The Mehsana Urban Co-operative Bank Ltd
 - V. Nutan Nagrik Sahakari Bank Ltd
 - VI. Dena Gujarat Gramin Bank